

*United States Court of Appeals  
for the Second Circuit*



**APPELLANT'S  
BRIEF &  
APPENDIX**



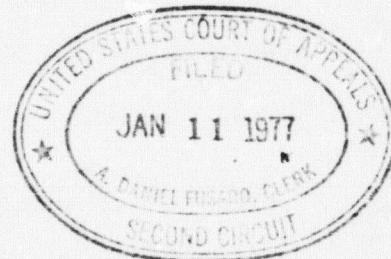
76-2103

UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

ADDOQUAYE ALLOTEY,  
Plaintiff-Appellant

v.

UNITED STATES OF AMERICA,  
Respondent-Appellee



DOCKET NO. 76-2103

BRIEF AND APPENDIX

BEFORE: IRVING R. KAUFMAN, Chief Judge

B  
pls

On DECEMBER 24, 1975, my legal counsel, SIDNEY L. KATZ, ESQ, petitioned the District Court (on my behalf) pursuant to Title 28 U.S.C. Section 2255 to vacate the Judgement and Sentence imposed on me MARCH 21, 1975 on the grounds that, MY GUILTY PLEA WAS NOT A VOLUNTARY AND INTELLIGENT PLEA; THAT I WAS DENIED EFFECTIVE ASSISTANCE OF COUNSEL; THAT I DID NOT HAVE AN UNDERSTANDING OF THE NATURE OF THE CHARGE TO WHICH I PLEADED GUILTY, and THAT THERE WAS NO FACTUAL BASIS ON THE RECORD FRO MY PLEA OF GUILTY.

The MOTION was DENIED by the HONORABLE JUDGE JOHN F. DOOLING, Jr.

On DECEMBER 24, 1975, my legal counsel, SIDNEY L. KATZ, ESQ, petitioned the District Court (on my behalf) pursuant to Title 28 U.S.C. Section 2255 to vacate the Judgement and Sentence imposed on me MARCH 21, 1975 on the grounds that, MY GUILTY PLEA WAS NOT A VOLUNTARY AND INTELLIGENT PLEA; THAT I WAS DENIED EFFECTIVE ASSISTANCE OF COUNSEL; THAT I DID NOT HAVE AN UNDERSTANDING OF THE NATURE OF THE CHARGE TO WHICH I PLEADED GUILTY, and THAT THERE WAS NO FACTUAL BASIS ON THE RECORD FRO MY PLEA OF GUILTY.

The MOTION was DENIED by the HONORABLE JUDGE JOHN F. DOOLING, Jr.

I contend that there has been a:-

- (1) MISCARRIAGE & OBSTRUCTION OF JUSTICE
- (2) SUPRESSION OF VITAL EVIDENCE
- (3) JUDGE DOOLING ERRED IN FACTS & LAW

It will be particularly useful for JUDGE KAUFMAN to note that, CONTRARY to the statement made by JUDGE DOOLING in the 2nd paragraph of page one of his RULING (handed down August 31, 1976), there are MORE EXCERPTS from the TRANSCRIPT of the SENTENCE PROCEEDINGS itself, which clearly reveals the contentions which I  
2255  
made in my ~~MOTION~~ to Judge Dooling. In fact, MOST of the HONORABLE JUDGE

cont'd...2

DOOLING'S OWN STATEMENTS on that FATEFUL DAY (of the SENTENCE PROCEEDING) contain pointed illustrations of my contentions. Additionally, the conduct and statements of the former prosecutor, Mr. Ryan, further underscore and reveal IMPROPER HANDLING of my case. But the following samples of JUDGE DOOLING'S commentary will suffice to demonstrate the kind of TUG OF WAR that ensued on MARCH 21, 1975 and continued for, at least, THREE HOURS before sentence could be imposed. Unlike the day of the plea taking (February 21, 1975) when, numbed from the shock of having been betrayed by our defense attorney (GUSTAVE GERBER), whom we thought was preparing to go to trial but was conspiring to sell us out, we acquiesced to everything that took place in the Court. I now was fully aware that I was doing something against my will, and I was determined that I wasn't going to plead guilty just because (as Attorney Gerber told me) "JUDGE DOOLING WANTS YOU TO PLEAD GUILTY". Therefore, I sent HIS HONOR a letter (unknown to Attorney Gerber) 3 days before MARCH 21st explaining that we were innocent and that we NEVER INTENDED TO DEFRAUD CAMERA (the selling agency of the Republic of Equitorial Guinea), confident that American justice would prevail, and he would halt the sell-out once he knew our side of the story instead of the biased version of the Prosecution. The following self-explanatory extracts from the transcript of the SENTENCE PROCEEDINGS substantiates my assertion that my plea was involuntary:

EXCERPT A..... March 21, 1975 - TRANSCRIPT OF SENTENCE PROCEEDING - pg 9, 2-5

(Judge Dooling has brought Attorney Gerber's attention to my letter, dated March 18th which I sent to the Judge by my Probation Officer (unknown to Mr. Gerber) since he refused to come to West Street Jail to see me because he heard from my wife (and co-defendant) that I wanted to take back my plea from February 22nd the day AFTER I took the Plea). Judge Dooling tells Prosecutor Ryan: "I think you should see" --

EXCERPT A..... March 21, 1975 - TRANSCRIPT OF SENTENCE PROCEEDING - pg 9, 2-5

(Judge Dooling has brought Attorney Gerber's attention to my letter, dated March 18th which I sent to the Judge by my Probation Officer (unknown to Mr. Gerber) since he refused to come to West Street Jail to see me because he heard from my wife (and co-defendant) that I wanted to take back my plea from February 22nd. the day AFTER I took the Plea). Judge Dooling tells Prosecutor Ryan: "I think you should see" --

THE COURT: " -- Mr. Allotey's letter, particularly the passages that I have marked because they create the same problem we had on the last plea here this morning, I'm afraid, Mr. Ryan".

EXCERPT B..... FROM SENTENCE PROCEEDING - page 10, lines 13-18

(Judge Dooling is continuing to address himself to the letter which my lawyer still has not seen as he is reading the probation report first not realizing the importance of the letter to both Mr. Ryan and the judge)

THE COURT: "You see, the problem is that this is a plea of guilty to the 32 count and, it is on that basis only that I can ~

cont'd...3

sentence and I cannot sentence in defiance of the defendant's assertions of innocence. Now that sums it up in a nutshell."

EXCERPT C.....from SENTENCE PROCEEDING - pg 13, 20-25; pg 14, 2-13

( Gerber is brushing aside the question of the letter as a misunderstanding due to the "language employed" when Judge Dooling interrupts and says:)

THE COURT:

" I am afraid I cannot accept that. That language says what it says. It is too clear --"

MR. GERBER: (Interrupting)

" What does the Court want at this moment? "

THE COURT:

" But there again she reserves out the question of having had criminal intent. But, this is a criminal intent and I think you must be careful to differentiate between motivation and intention!"

Yet, with this type of indisputable evidence on record which clearly demonstrates that my plea was NOT a voluntary plea, Judge Dooling was able to make the following statement in his RULING (paragraph 2, page one):

Yet, with this type of indisputable evidence on record which clearly demonstrates that my plea was NOT a voluntary plea, Judge Dooling was able to make the following statement in his RULING (paragraph 2, page one):

"The transcripts of the plea taking on February 21, 1975 and of the sentence proceeding unanswerably dispose of the contentions now advanced, but the hearing record goes far to fill in the details."

Instead of unanswerably disposing of the contentions I advanced, the hearing record actually SUPPORTED my claim that I did not make an intelligent plea or, even UNDERSTAND what I had pleaded guilty to, nor did the Judge, the Prosecutor or my lawyer (Mr. Gerber) completely agree on the same point themselves. The following extract clearly provides evidence to prove that fact:

cont'd...4

EXCERPT D.....from the SENTENCE PROCEEDING - page 22, 22-25 & 23, 2-25

( We have just returned from the 3 hour recess during which Attorney Gerber, acting on instructions from the Judge to take time out to sit down with us and try to clarify the meaning in the two paragraphs in my letter of March 18, (which the Judge had encircled in red pencil), has handed a new letter to the Judge, ostensibly dictated to my wife by me, purported to admit my guilt. Although it contains an obvious legal terminology that I could not have dictated, as a layman, he cunningly passed off his handiwork as mine with this legal clause included:)

" I sincerely wish the Court to know that when I pleaded guilty to paragraph 32 a paragraph 4 of the Indictment, the purpose was to admit that I realized and also recognized my indebtedness and that when I made the promises to repay those debts. I realize that we did not have the money to pay and no idea when such monies could be paid"

(Mr. Gerber ordered me to sign it when he was finished as if I made the correction of my own free will and, although I reluctantly complied with his order, I was confidant that Mr. Gerber would be exposed for having attempted to mislead the Court as soon as the Judge would question me as to whether I really did dictate it to my wife (who prints clearly). To my dismay, the Judge accepted the document without question and instructed the Clerk to "Mark it as Court exhibit 1 and it will be incorporated with the other material attached to the pre-sentence report." Pleased at how smoothly he had been able to utilize his credibility as an OFFICER OF THE COURT to pass off this fraud, Mr. Gerber then proceeded to ask the Court if he could continue when he was interrupted by Judge Dooling, as follows:)

THE COURT: " I don't quite understand. At this point does the defendant Addoquaye Allotey admit that at the time referred to in count 32 --"(whereupon Mr. Ryan interrupts):

THE COURT: " I don't quite understand. At this point does the defendant Addoquaye Allotey admit that at the time referred to in count 32 -- (when upon Mr. Ryan interrupts):

MR. RYAN: " Which is February 23, 1971 --"

THE COURT: (continuing) "-- in the language of paragraph 4 of the indictment he was sending lulling cables, letters and telegrams to banking institutions in the United States that acted as agents for Camera causing them to expect payment in full at a future date when he knew that he was and his wife were converting to their own use the proceeds realized from the sale of the two shipments of

cocoa leaves to General Cocoa?

MR. GERBER: (cleverly sidestepping the question until he could hear my answer)

pg 23, lines  
15-17

" I would prefer if the defendant Addoquaye

Allotey directly answers that question to your Honor.

Do you understand the question?"

line 19

DEFENDANT ADDOQUAYE ALLOTEY: "Yes"

lines-  
20-21

MR. GERBER: " Please inform the Court what you were pleading to.

lines-  
22-24

DEFENDANT ADDOQUAYE ALLOTEY: " Your Honor, I would like for you to read it again slowly for me to hear it.

line-25  
cont'd on next  
page 24.

MR. RYAN: (quickly interrupting to avoid any slip up) "Your Honor, we are dealing with the first shipment; proceeds from the first shipment.

PAGE 24

THE COURT: ( a bit confused by Mr. Ryan's nervous interruption makes a mistake in the date of Feb. 23)  
" Oh, yes, because this was February 21st.

lines-  
4-5

line-6

MR. RYAN: (nervously agreeing to the wrong date ) "Correct"

lines-  
4-5

THE COURT: ( a bit confused by Mr. Ryan's nervous interruption makes a mistake in the date of Feb. 23)  
" Oh, yes, because this was February 21st.

line-6

MR. RYAN: (nervously agreeing to the wrong date ) "Correct"

lines-  
7-17

THE COURT: (confusing me with legal words) "That at the time referred to in count 32, in or about February 21st, you, together with Mrs. Allotey were sending lulling cables, letters and telegrams to various banking institutions in the United States that a-te' as agents for Camera, causing them to expect payment in full at a future date when in fact, you and Mrs. Allotey were converting to your own use the proceeds realized from the sale of the first shipment of cocoa beans to General Cocoa Company."

cont'd...6

PAGE 24

lines-  
18-23

DEFENDANT ADDOQUAYE ALLOTEY: (thoroughly confused by now because I know we have not sent any communications to any banking institutions anywhere in the USA. other than COMMUNITY BANK, Staten Island.)

" Your Honor, unfortunately, I have not had the opportunity to actually see a copy of the plea we made."

(Document (Indictment) handed to defendant  
Addoquaye Allotey)

lines-  
24-25

THE COURT: " Paragraph fourth, Is that what you meant?"

PAGE 25

lines-  
2-8

DEFENDANT ADDOQUAYE ALLOTEY: (more confused than ever because I am asking to see a copy of the plea we made to determine what is going on).

" Yes. It is now that I am aware -- I have now become aware -- I thought we were pleading to this cable which was sent after a telephone call came from the collecting officer of IRVING TRUST BANK of New York, I thought that is what we pleaded guilty to.

lines-  
9-10

MR. RYAN: " That's the factual basis on which this count is drawn."

lines-  
9-10

MR. RYAN: " That's the factual basis on which this count  
is drawn."

(Mr. Ryan had rushed to answer guardedly to draw the conversation from the dangerous investigative course I was following since he recalled that my co-defendant and I did not agree to any intent to defraud as listed in the Indictment. Yes, we promised to pay, and we would plead to that BECAUSE WE INTENDED TO CARRY OUT THIS OBLIGATION TO OUR SUPPLIERS. Therefore, although he knew I was addressing HIS HONOR JUDGE DOOLING, he intervened to supply the answer since he was aware that I might be too critical about the question of the particular count 32 in question and thus expose the facts that he was attempting to cover up which was the following:

Count 32 is not supported by a cable sent by Stephen & Company or sent on behalf of Stephen & Company by Higginbotham in order to "lull" camera, as charged. THE ACTUAL FACTS ARE: Count 32 was supported by a

cont'd...7

cable that was sent TO Stephen & Company BY our suppliers (CAMERA) advising us about the 2ND SHIPMENT soon due to arrive. Count 32 (supported by this cable dated FEBRUARY 23, 1971) has NOTHING TO DO WITH "LULLING" CAMERA AT ALL.....YET.....Mr. Ryan had said that the episode I was talking about concerning the telephone call from the collecting officer - MACK HIGGINBOTHAM was - " THE FACTUAL BASIS ON WHICH THIS COUNT IS DRAWN."

NOTE: Actually, there is NO FACTUAL BASIS FOR THE PLEA AT ALL - (Ryan is intentionally misleading the Court although he has recognized that fact himself and is simply railroading it thru despite that fact)

lines-  
11-14

THE COURT: " As I drew your attention to the fact, count 32 appears to deal with a communication addressed to Stevens and Company." (which it CERTAINLY did)

lines-  
15-17

MR. RYAN: (continuing to mislead the Court)  
" Yes, but in the course of what is being carried out as a scheme, in paragraph four.

lines-  
15-17

MR. RYAN: (continuing to mislead the Court)

" Yes, but in the course of what is being carried out as a scheme, in paragraph four.

lines-  
18-22

THE COURT: " Yes, In other words, it was responsive to other communications and I believe that at the time of the pleading a copy of it was here

in court." ( Perhaps.....but neither my co-defendant or I were EVER SHOWN that document to which we pleaded guilty on FEBRUARY 21, 1975, nor was I being shown the document on MARCH 21, 1975 (this very day) the day of the SENTENCE PROCEEDING because of the fact that Prosecutor Ryan had made a mistake about the count and he was determined to cover it up. To GUARANTEE THAT WE DID NOT FIND OUT ABOUT IT, we were not even given our COMMITTAL SHEETS after sentencing! Only after I came out of Lexington,

cont'd...8

Kentucky and begin fighting to clear my name did we see it when my Immigration Attorney requested it.' I was speechless when I saw it, as was my co-defendant, who immediately telephoned our former defense attorney (Gustave Gerber) from the office of my Coram Nobis Attorney, SIDNEY L. KATZ to tell him that there was a mistake in the Commital paper whereupon he asked her to read it to him which she did, saying, " WE DIDN'T PLEAD GUILTY TO THAT CHARGE". He agreed that we DID NOT, we had only PLEADED GUILTY TO PROMISING TO PAY when MACK HIGGINBOTHAM, the Collecting Officer telephoned our office. "This is definitely not what you pleaded to, your plea was equivalent to a misdemeanor, as I told you then, but it is too late to do anything about it now") Mr. Ryan had been successful in his efforts to mislead the Court and us because we were not given this paper as is the customary procedure from what I have been made to understand).

line-  
23

MR. RYAN: (now employing outright deceit, answers the Judge, as follows:): " It was."

line-  
23

MR. RYAN: (now employing outright deceit, answers  
the Judge, as follows): "It was."

lines-  
24-25

MR. GERBER: (congnizant of the fact that he has told us that the plea was "nothing at all" just "equivalent to a misdemeanor" and that it was necessary to plead guilty to this charge so that we could SUE COMMUNITY NATIONAL BANK FOR DAMAGES AS SOON AS THIS CASE WAS OVER", is careful agree to the fact that we are only pleading guilty to "promising MACK HIGGINBOTHAM that we would pay" therefore he intervenes to keep things from getting out of hand and avoid OPENLY DISPLAYING that he was part of the conspiracy with Mr. Ryan, (which I now was becoming dimly aware of).\*\*\* He later actually confessed to my co-defendant that he and Prosecutor Ryan were in a conspiracy to mislead "I think it would help us if we identify the individual as a Mr. Higginbotham of the bank who received that statement."

PAGE 26

lines-  
4-15

MR. RYAN: (Very angry at this clarification decides

cont'd...9

from SENTENCE PROCEEDING - MARCH 21, 1975

PAGE 26

lines- continued...  
4-15

to employ the theory of the BIG LIE in further misleading the Court about the facts in the case although he is in possession of the TRUTH)

" Yes, Mr. Higginbotham's statement provided to defendants before pleading guilty showed that he communicated with Mrs. Allotey on January 8, that the payment was due for the first shipment and that Mrs. Allotey informed Mr. Higginbotham acting on behalf of Camera because he was an officer of Irving Trust Company, Mrs. Allotey informed Higginbotham that after the cocoa was weighed and passed S.D.A. inspection payment would be made."

(Mr. Ryan KNEW that payment was NOT DUE on January 8, because the cocoabeans were STILL IN AFRICAN WATERS fully 2 weeks away from the port in the USA)

(Mr. Ryan KNEW that payment was NOT DUE on January 8, because the cocoabeans were STILL IN AFRICAN WATERS fully 2 weeks away from the port in the USA)

IT IS IMPORTANT TO NOTE HERE THE FOLLOWING FACTS:

Prior to the plea taking (on February 20th, to be exact), in discussions with Mr. Ryan (Prosecutor), our position was that we DID NOT THINK IT WAS A FRAUD TO PROMISE TO PAY, if, in fact, one did INTEND TO PAY and had done everything possible according to routine INTERNATIONAL MERCANTILE PROCEEDURES to guarantee payment for the merchandise as we had done. When, in fact, such customary procedures are strictly adhered to, we recognized that MACK HIGGINBOTHAM was merely harassing us! Mr. Higginbotham was ILLEGALLY REQUESTING PAYMENT in violation of the TERMS and CONDITIONS existing in the CONFIRMED BANK GUARANTEE of November 16, 1970 which came from COMMUNITY NATIONAL BANK (Staten Island) and had been TRANSMITTED through the very bank (IRVING TRUST COMPANY) for which Mack Higginbotham worked as a collection Officer.

been

THE TRANSMISSION..(which has consistently been disregarded by both the Prosecution and the Postal Inspectors in an effort to OBSTRUCT JUSTICE in this case)...READS AS FOLLOWS:

cont'd...10

DATE 11/16/70

TO

Banco Exterior De Espana,  
Madrid, for transmission to:  
Banco Exterior de Espana  
Santa Isabel de Fernando Poo  
Republic of Equatorial Guinea

Attention:  
Camera Oficial Agricola  
Santa Isabel de Fernando Poo

THIS CONFIRMS THAT OUR CORRESPONDENT, THE COMMUNITY NATIONAL BANK OF STATEN ISLAND SENT THE FOLLOWING CABLE ON NOVEMBER 14, 1970 10:30 A.M.

STEPHEN & COMPANY WHO ARE BASED ON STATEN ISLAND ARE OUR PREFERRED CLIENTS AND WE WOULD PASS ON TO YOU INFORMATION GATHERED BY US FOR YOUR REFERENCES.

STEPHEN & COMPANY IS ENGAGED IN THE BUSINESS OF IMPORTATION OF COCOABEANS, MAKING SEVERAL IMPORTATIONS PER YEAR. THEY ARE QUALIFIED FOR A TRADE ACCOUNT.

WE HAVE AGREED TO ADVANCE FUNDS TO STEPHEN & COMPANY AGAINST PRESENTATION OF SHIPPING DOCUMENTS AFTER PASSAGE OF THE FOOD & DRUG ADMINISTRATION AND ANY OTHER GOVERNMENT AGENCIES CONCERNED SHOWING THAT THE SHIPMENT HAS BEEN APPROVED.

REQUEST SIGHT DRAFT DRAWN ON ACCOUNT OF STEPHEN & COMPANY MUST NOT EXCEED 52 PESETAS PER KILO.

THE IRVING TRUST COMPANY CERTIFIES THAT ELWOOD R. SMITH, WHO SIGNED THE CABLE IS AN ASSISTANT VICE PRESIDENT OF THE COMMUNITY NATIONAL BANK AND TRUST COMPANY OF NEW YORK, 155 VANDERBILT AVENUE, STATEN ISLAND 10304, AND THAT HE SIGNED THE ABOVE CABLE INSTRUCTIONS.

MR. SMITH'S SIGNATURE COMPARES FAVORABLY WITH THE SPECIMEN ON FILE AND THIS TRANSACTION HAS BEEN CONFIRMED BY THOMAS SCHLIER CHAIRMAN OF THE COMMUNITY NATIONAL BANK.'

special code word

"118 "

M.  
Z.

(illegible initials)

GLEN H. SHELL  
ASSISTANT SECRETARY  
IRVING TRUST COMPANY  
Authorized Signature

(signature of Mr. Shell)

"118 "

special code word

M.  
Z.

(illegible initials)

GLEN H. SHELL  
ASSISTANT SECRETARY  
IRVING TRUST COMPANY  
Authorized Signature

(signature of Mr. Shell)

It is important to note also, that although the transmission of the aforementioned terms and conditions was the BASIS which our suppliers RELIED UPON to make the shipment, the POSTAL INSPECTORS (Robert McDowell & John Dobbins) who investigated the case sought to conceal and suppress this VITAL DOCUMENT COMPLETELY, misleading Prosecutor Moore about it's importance in proving there was NO FRAUD ON OUR PART and never mentioning it before the GRAND JURY although it was in their possession and is listed in the CHRONOLOGY OF DOCUMENTS (but, only classified as a "recommendation"). These inspectors contributed to this MISCARRIAGE AND OBSTRUCTION OF JUSTICE by allowing a CONFIRMED BANK GUARANTEE which has been authenticated and transmitted from bank to bank on a tested key (thus releasing the shipment of cocoabeans) to be referred to as merely a so-called "HIGHLY COMPLIMENTARY CREDIT REFERENCE". In so doing, they were overlooking the fact that, even BEFORE we started to negotiate with Community Na-

cont'd...11

tional Bank, we were in possession of a SIZEABLE LETTER OF CREDIT in the amount of \$ 1,450,000 which Guinea (Camera) did not accept, because they refused to be subject to the FLUCTUATING FUTURES QUOTATION of the NEW YORK COCOA EXCHANGE on which the letter of credit (from our clients, General Cocoa Company) was based. Therefore, if Camera (of the Republic of Equitorial Guinea) had rejected this letter of credit of \$ 1,337,000 which we had established in Camera's favor, there is no way on earth for the Prosecution to PRETEND that Guinea would now accept just a mere, "highly complimentary credit reference" in its place! The Investigators sought to SUPPRESS THE FACTS WHICH WERE VITAL COMPLETELY and because of that suppression, the Government has misunderstood the entire transaction and is treating the DECLINE OF THE MARKET as a CRIME as if an occasional reversal in the MARKET TRENDS was a sin. Stephen & Company had received a document from our clients, General Cocoa Company of Wall Street, to the effect that, They were prepared to increase the face-value of the Letter of Credit they gave us (from a PRIME BANK -FNCB) if, and when the Market were to go up, explaining that NO ONE KNEW WHAT THE PRICE WOULD BE UPON ARRIVAL AS THIS WAS A VERY VOLATILE BUSINESS (Trading in cocoa). This document was totally ignored also by the Inspectors in their investigation otherwise they would have known that statements in the Indictment which said that WE NEVER MEANT TO PAY FOR THE COCOABEANS were

that NO ONE KNEW WHAT THE PRICE WOULD BE UPON ARRIVAL AS THIS WAS A VERY VOLATILE  
vital  
BUSINESS (Trading in cocoa). This ~~document~~ was totally ignored also by the Inspectors in their investigation otherwise they would have known that statements in the Indictment which said that WE NEVER MEANT TO PAY FOR THE COCOABEANS were simply NOT TRUE. There was OVERWHELMING MERCANTILE DOCUMENTATION to disprove such a flimsy claim. In their zeal to bring about a Grand Jury Indictment, they forgot that suppression denies the individual his right to a just hearing according to the tenets of the Criminal Justice System. He is subsequently denied the right to be considered innocent until proven guilty as provided under the Criminal Laws of the Government of the United States. Because individuals who are entrusted with the obligation to uphold justice tampered with the law to obstruct justice, I consider it obligatory to reproduce some of these vital documents in this case that could have saved the taxpayers a tremendous amount of money but, which was wasted instead to mislead the Courts; mislead the Government and contribute to the obvious scheme engineered by Special Interest Groups to destroy my business reputation and drive me out of the business. Thus innocent people, engaged in the legitimate business of cocoa importation were tried and convicted in the press by the simple expedient of obscuring their genuine business, and,

cont'd...12

"bringing them to justice". We were dealing in a FUTURES MARKET IN COCOA in which, even our clients with 35 years' experience in the business testified to the fact that no one can tell when the Market will rise or fall. In support of this contention, I would refer to page 6 of the WALL STREET JOURNAL dated December 21, 1976 which states: "MEETING ON DEFAULT IN COCOA DELIVERIES TO BE HELD IN PARIS" Paris- "A group of bankers and cocoabean buyers from four European countries is scheduled to meet in Paris this week to ponder how to cope with JACQUE BOTIE, a French Importer who defaulted on the delivery of thousands of tons of cocoa. According to industry sources, Mr. Borie ran into trouble earlier this year when he promised to deliver about 10,000 to 15,000 tons of cocoabeans from the Ivory Coast to 15 buyers in The Netherlands, West Germany, Belgium and Britain. The beans, due between October 1976 and March 1977, were priced by Mr. Borie at 73 cents a pound, sources said. But before he could buy up the necessary stocks, the price for delivery in March doubled to about \$ 1.46 a pound. The sources said Mr. Borie didn't have the resources to make up the difference. Mr. Borie is said to have offered to settle his obligations for 15% in cash plus a moratorium to spread his obligations over seven years. That still would leave some aggrieved customers of their own. Many of Mr. Borie's buyers had, in turn, agreed to sell the chocolate manufacturers the beans they were expecting from Mr. Borie. The problem has spread to cocoa futures markets in New York and

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to WHY I claim that I suffered a COMMERCIAL DEFAULT that occurred because of a drop in the Market which was not of my doing. Furthermore, when one combines that unfortunate occurrence with outright sabotage perpetrated by the officer who is a Vice President and Loan officer in the bank that provided the BANK GUARANTEE, it is clear to see that STEPHEN & COMPANY WERE NOT THE ONES WHO COMMITTED THE CRIME AT ALL.' The CRIME has ACTUALLY been committed AGAINST US. At the suggestion of Community National Bank's former Assistant Vice President (who, together with the Chairman of the Board, knew our potential and wished to contribute to our success since we were "obviously going places"), we obtained this letter proving that if the price of the cocoabeans should go up, our L/C would be increased, accordingly. The following is that document:

GENERAL COCOA COMPANY  
82 WALL STREET  
NEW YORK, N.Y. 10005

November 18, 1970

Stephen & Company,  
251 St. Marks Place,  
St. George, Staten Island  
New York 10301

Dear Sirs:

Stephen & Company,  
251 St. Marks Place,  
St. George, Staten Island  
New York 10301

Dear Sirs:

Re: Contract /-16774 - 2,000 metric tons Superior  
Number Five Fernando Po cocoabeans, even with  
146 March 1971 New York Cocoa Exchange Futures -  
ex dock Philadelphia - October/December shipment

With reference to the above-mentioned contract and our Letter of Credit /-994769, it is mutually agreed that in the event the net amount due you exceeds \$1,450,000.00, the Letter of Credit will be amended to cover any additional amount due you.

Yours very truly,  
GENERAL COCOA COMPANY

(SGD) Alexander Golodetz,  
AG:JP Partner.

(It is obvious, that this prominent COCOA BROKER, with 35 years experience in the field of cocoa trading had no idea whatsoever about WHAT THE PRICE WOULD BE UPON ARRIVAL OF THE COCOA IN THE USA, otherwise he would not have found it necessary to make the above-indicated contingency plans with Stephen & Company).

Our suppliers (Camera) DID NOT WANT TO HAVE ANYTHING TO DO WITH A LETTER OF CREDIT such as the one mentioned above which fluctuated according to the trend of the FUTURES MARKET of the NEW YORK COCOA EXCHANGE upon which the CONTRACT was based.

When we established the following Letter of Credit in their favor, they rejected it

cont'd...14

cable address "citibank"

111 Wall Street, New York, N.Y.

DATE OCTOBER 15, 1970

Irrevocable Credit  
CAMARA OFICIAL AGRICOLA  
SANTA ISABEL,  
FERNANDO POO  
REPUBLIC OF EQUATORIAL GUINEA

All Drafts Drawn Must Be Marked  
Drawn Under Credit No. 9955 7

Dear Sirs:

We hereby authorize you to value on FIRST NATIONAL CITY BANK, NEWYORK, NY  
STEPHEN & COMPANY, ST. GEORGE, STATEN ISLAND

For Account of  
Up to the Aggregate Amount of US\$1,337,311.00 (ONE MILLION THREE HUNDRED THIRTY  
SEVEN THOUSAND THREE HUNDRED ELEVEN DOLLARS  
Available by your draft(s) For Invoice Cost To Be Accompanied By  
PAYABLE AS INDICATED BELOW FOR UP TO 100% INVOICE

1. FULL SET CLEAN ON BOARD OCEAN BILLS OF LADING SIGNED BY MASTER OR AGENT  
OF SHIP, EVIDENCING SHIPMENT TO PHILADELPHIA, PA FREIGHT COLLEC, DRAWN TO  
ORDER OF FIRST NATIONAL CITY BANK NOTIFY STEPHEN & CO., 251 ST MARKS PLACE  
ST. GEORGE, STATEN ISLAND, NY 10301

2. COMMERCIAL INVOICE STATING THAT IT COVERS 2,000 METRIC TONS FERNANDO  
POO COCOA BEANS SUPERIOR #5 USUAL GOOD QUALITY OF THE SEASON AT TIME OF  
SHIPMENT.  
INVOICE TO SHOW DEDUCTION OF OCEAN FREIGHT AS PER BILL OF LADING.  
PARTIAL SHIPMENTS PERMITTED.

INSURANCE COVERED BY BUYER.

DRAWINGS HEREUNDER ARE PAYABLE AS FOLLOWS: 80% INVOICE VALUE AFTER  
PASSAGE BY THE U.S. FOOD & DRUG ADMINISTRATION AND ALL OTHER GOVERNMENT AGENCIES  
TOGETHER WITH APPROVAL OF QUALITY BY GENERAL COCOA CO, WE ALSO TO RECEIVE  
A CERTIFICATE FROM GENERAL COCOA COMPANY ADVISING OF PASSAGE BY THE FOOD &  
DRUG ADMINISTRATION AND ALL OTHER GOVERNMENT AGENCIES AND AMOUNT TO BE PAID  
BALANCE PAYABLE AFTER ADVISED BY GENERAL COCOA CO OF WEIGHING AND DELIVERY

NO DRAFTS REQUIRED.

BILLS OF LADING TO BE DATED NOT LATER THAN NOVEMBER 10, 1970

NO DRAFTS REQUIRED.

BILLS OF LADING TO BE DATED NOT LATER THAN NOVEMBER 10, 1970

Bills of Exchange must be negotiated not later than DECEMBER 25, 1970  
This credit is subject to the uniform customs and practice for documentary  
credits (1962 Revision) International Chamber of Commerce Brochure No. 222.  
We hereby agree with the drawers, Endorsers and bonafide Holders of Drafts  
Drawn under and in compliance with the terms of this credit that such drafts  
will be duly honored on due presentation to the Drawee.

Yours Very Truly,

Authorized Signature

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The above-indicated Letter of Credit highlights the gross misunderstanding of  
the Postal Investigators and the Prosecution which led to the statement found  
in paragraph 4 of the Indictment, to wit:

" IT WAS PART OF THE SCHEME AND ARTIFICE TO DEFRAUD THAT THE DEFENDANT  
ENID ALLOTEY AND THE DEFENDANT ADDOQUAYE ALLOTEY, DOING BUSINESS AS STEPHEN

cont'd...15

AND COMPANY WOULD SEND LULLING CABLES, LETTERS AND TELEGRAMS TO VARIOUS BANKING INSTITUTIONS IN THE UNITED STATES THAT ACTED AS AGENTS FOR CAMARA OF THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA CAUSING THEM TO EXPECT PAYMENT IN FULL AT A FUTURE DATE, WHEN IN FACT THE DEFENDANT ENID ALLOTEY AND THE DEFENDANT ADDEQUAYE ALLOTEY, DOING BUSINESS AS STEPHEN AND COMPANY WERE CONVERTING TO THEIR OWN USE THE PROCEEDS REALIZED FROM THE SALE OF THE TWO (2) SHIPMENTS OF COCOA BEANS TO GENERAL COCOA COMPANY"

In view of the foregoing documentary evidence of the existence of a bonafide BANK GUARANTEE which we (Stephen & Company) had secured from Community National Bank for our suppliers (Camera) to supersede the fluctuating letter of credit which we had initially established in favor of Camera and, the document from General Cocoa Company, confirming their preparedness to increase the face-value of the Letter of Credit established in our favor, there is ample proof that were it not for the fact that there was a GROSS MISUNDERSTANDING OF THESE DOCUMENTS ON THE PART OF THE GOVERNMENT AND SUPPRESSION OF THESE VITAL FACTS BY THE GOVERNMENT'S OWN INVESTIGATORS, I should not have been put in the position to be forced to reveal their existence in order to prove my innocence. Consequen-  
tly, there might never even have been an Indictment at all since there WAS NO CRIME OF FRAUD and there NEVER had been any INTENT TO COMMIT FRAUD. The Indictment, containing BASELESS COUNTS including paragraph 4/since there is NOT, nor has there EVER BEEN any factual basis for the charges at all!!! THE SO-CALLED BIG FRAUD IS NO FRAUD AT ALL!!!!

CRIME OF FRAUD and there NEVER had been any INTENT TO COMMIT FRAUD. The Indictment, contain BASELESS COUNTS including paragraph 4/since there is NOT, nor has there EVER BEEN any factual basis for the charges at all!! THE SO-CALLED BIG FRAUD IS NO FRAUD AT ALL!!!

The above-mentioned VITAL DOCUMENTS were in the FILES OF COMMUNITY NATIONAL BANK and at the disposition of BRUCE VALENTINE, Vice President & Loan Officer who was the main saboteur of our business when he came to the bank AFTER the transmission of the guarantee and, by his own testimony before the Grand Jury, DID NOT LIKE WHAT HE SAW , "when I looked at the file it was something...I wanted to wash my hands and run". With this type mentality, it is no wonder that a person of his stature in the bank sat down and played dumb when it was time to inform MACK HIGGINBOTHAM (who was only a "clerk" in Irving Trust Company (by his own testimony before the Grand Jury) that the TERMS and CONDITIONS transmitted in the BANK GUARANTEE to Guinea (Camera) did not call for payment BEFORE THE ARRIVAL OF THE BEANS but AFTER passage by FDA, General Cocoa Company & weighing. But, this official of COMMUNITY NATIONAL BANK chose to PRETEND that we had merely ~~tended~~ to put the bank in a difficult position by having secured such a guarantee from them, whereas he obviously didn't know much about commerce because the

cont'd...16

upward swing in the Market proved that we would have made up the small loss due to that unexpected drop in the Market, and put STEPHEN & COMPANY in the Black from that time on since we already had ALL THE SURPLUS SUPERIOR 5 COCOABEANS OF THAT SEASON EARMARKED FOR US BY THE GOVERNMENT OF EQUATORIAL GUINEA (whose President had issued me a Guinean Passport # 2 to facilitate my travel back and forth in connection with the business of handling their Superior cocoabeans). Furthermore, our clients GENERAL COCOA COMPANY had already drawn up a contract with us for the purchase of ALL THE SURPLUS of this Superior type cocoa and the transaction had been negotiated and concluded with the FINANCIAL BACKING of the Wall Street Financiers, ALLEN & COMPANY whom I had met in the Bahamas after we had been FORCED to leave the United States on JANUARY 29th, 1971 because of the RACE PREDJUDICE being used by BRUCE VALENTINE to muscle us out of this LUCRATIVE COCOA BUSINESS simply because we were BLACK.' It was during that time that we sought to set up warehousing of our own close to the United States but OUT-SIDE OF IT where our COLOR would be no barrier to banks keeping their commitments in accordance with banking regulations that are internationally observed all over the world (except the USA). We had not absconded from the country at all as Mr. Valentine surmised we would, simply had to take the precaution of guaranteeing a business locale, free from the freak obstacles resulting from Negrophobia.

over the world (except the USA). We had not absconded from the country at all as Mr. Valentine surmised we would, simply had to take the precaution of guaranteeing a business locale, free from the freak obstacles resulting from Negrophobics like Valentine on the loose in areas where people are usually civilized ! Because of the assininity of this one individual, MACK HIGGINBOTHAM, a mere collection clerk was misled into thinking he could start harassing us 2 weeks prior to the arrival of the shipment. Yet, my co-defendant was courteous to him and explained the conditions when he first called on January 8th, rather than ignoring him since he was in violation of the contract existin, with Community National Bank. Subsequently we departed for the Bahamas to rearrange the financing for more permanence of operation whereupon we closed this transaction with ALLEN & COMPANY (Owners of the Casino in Freeport) but didn't sign that document (even though Mr. Golodetz signed his part) because we were still trying to avoid selling to General Cocoa Company exclusively since all the other brokers on Wall Street wanted to participate as well with our company. Mr. Golodetz had confirmed his willingness to put up the \$15,000,000 for STEPHEN &

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COMPANY backed by financier Mr. Allen with whom he had spoken after my wife had initiated the talks, and everyone was in complete accord concerning it. When my wife flew in to New York City to meet with Mr. Golodetz at the Waldorf to complete the negotiations, she refused to sign after discovering that Mr. Golodetz insisted on an exclusive with his firm, which she knew I would not agree to that. Mr. Golodetz referred to that meeting as one in which my wife "wanted a free letter of credit" ( Grand Jury Testimony). We were shocked to see that the POSTAL INSPECTORS ALSO SUPPRESSED THE EXISTENCE OF THIS DOCUMENT AS WELL IN ORDER TO CONVEY THE IMPRESSION OF PEOPLE SEEKING A ONE SHOT HIT AND RUN DEAL rather than the ON GOING SOLID BUSINESS WHICH WE HAD STRUCTURED FOR STEPHEN & COMPANY. In the course of this deliberate attempt to conceal legitimate and substantial documents proving our credibility, the Prosecution was able to use a mere memo pad ~~of~~ irrational and wrongly timed telephone calls (well before the complete weighing of the cocoabean) to serve as the BASIS OF THE CHARGE OF FRAUD even though our inability to pay was due to a COMMERCIAL DEFAULT which the community National Bank had put us in by renegeing on their BANK GUARANTEE which had been transmitted to Camera. How in heaven's name could we possibly pay under such circumstances as these? Even so, the weighing was NOT COMPLETED UNTIL FEBRUARY 24, 1971 when the first request for payment could be entertained under any circumstances. But even so, WE STILL HAD NOT BEEN PAID THE TOTAL AMOUNT DUE FROM GENERAL COCOA COMPANY UNTIL MARCH of 1970. The fragmentation of the amount due (of which he did advance us a part to try to recover the damage done when Community Bank let us down) was the very type of thing that had

UNTIL FEBRUARY 24, 1971 when the first request for payment could be entertained under any circumstances. But even so, WE STILL HAD NOT BEEN PAID THE TOTAL AMOUNT DUE FROM GENERAL COCOA COMPANY UNTIL MARCH of 1970. The fragmentation of the amount due (of which he did advance us a part to try to recover the damage done when Community Bank let us down) was the very type of thing that had caused Camera to refuse to be part of any FUTURES' fluctuating arrangement. In between the time that we had received the Letter of Credit from General Cocoa Company, the Market had indeed dropped considerably, this was precisely the risk that Camera rejected from the start. That was why CAMERA refused to ship until we had secured a BANK GUARANTEE COVERING THE FIXED PRICE CAMERA DEMANDED FOR THE COCOABENS. As soon as that Guarantee was transmitted, our obligation to pay Camera from the proceeds of our clients was over. We simply were expected to pay the SHIPPING, INSURANCE, WEIGHING, AND NUMEROUS OTHER INCIDENTAL EXPENSES WHICH GO TO MAKE UP THE SUCCESSFUL CONCLUSION OF THE TRANSACTION,

In order to be eligible for a trade account, a company such as STEPHEN & COMPANY that is engaged in the importation of cocoa MUST be able to "PERFORM", that is, to bring in the quantity & quality of cocoabeans as contracted with their clients ACCORDING TO THE TERMS AND CONDITIONS OF THE CONTRACT. Such a company secures the financial backing of their bank (just as we did from Community Bank) and upon the arrival of any given shipment, the IMPORTER DOES NOT PAY, his BANK does, because he has been eligible and was able to contract with his bank TO PAY (just as we did). From that moment on, the papers on the shipment are held BY his bank and he merely has to maintain his revolving trade credit with the bank depending on continuous, regular importations over the fiscal year, to maintain the account of his company "in the black" absorbing losses in the course of the year. STEPHEN & COMPANY did nothing different from this customary accepted method of carrying out INTERNATIONAL COMMERCIAL TRANSACTIONS. We negotiated for the cocoabeans in Africa, found a Buyer in the United States, passed on the current value of the Letter of Credit which our clients in the United States had established in our name and obtained a BANK GUARANTEE instead the moment Camera rejected the Letter of Credit in our possession. So, too, the Irving Trust PROPER SHIPPING DOCUMENTATION COVERING THE COCOABEANS were mailed to the/bank (as the one from whom the bank guarantee was transmitted). Community National Bank received them from Irving Trust Company who passed them on to them. This should have been the end of this phase of the transaction, but, instead the new Vice President, upon hearing that we were BLACK PEOPLE simply went BERSERK. He decided that if he could reverse the understanding that we had with the bank he could bring our business down flat on the ground and PERHAPS PUT US IN A POSITION TO BE CHARGED WITH FRAUD AS WELL. So, he decided to turn loose the

new Vice President, upon hearing that we were BLACK PEOPLE simply went BERSERK. He decided that if he could reverse the understanding that we had with the bank he could bring our business down flat on the ground and PERHAPS PUT US IN A POSITION TO BE CHARGED WITH FRAUD AS WELL." So, he decided to turn loose the bloodhounds on us and began rounding up the Executive staff to warn them that "The cable, " (referring to the transmission) "as I recall it, said that we" (Community Bank) "would accept drafts for no more than 52 pesetas, I think it was, per kilo"....."And there was no limitation on the amount of drafts they could ship to us. There could be a draft of ten million dollars, and we could be hung up." Of course Valentine was too limited in the field of International Commerce to recognize what experienced bankers like Elwood Smith and Thomas

cont'd...19

Schlier had recognized and that was, that both our company and Community National Bank were "going places" since we were in the ENVIABLE POSITION of having negotiated a cocoa contract with our suppliers at a FIXED price unlike the other cocoa brokers who have to negotiate and re-negotiate according to the daily trend of the Market. Under the terms of our contract, no matter HOW FAR UP THE PRICE WOULD GO, we would only owe our suppliers that FIXED sum enabling STEPHEN & COMPANY to double and triple its earnings hundreds of times over.

There was ABSOLUTELY NO RISK FOR COMMUNITY NATIONAL BANK, just as our clients ALEXANDER GOLODETZ TESTIFIED AT THE GRAND JURY on page 7 lines 7 -8 "as far as my contract was concerned, I had no risk, no financial risk involved."

Neither did Community, since their contract required that we BRING THE COCOABEANS OF THE SAME QUANTITY, QUALITY AND WEIGHT THAT WE CONTRACTED FOR, AFTERWHICH THE BEANS MUST MEET THE STANDARDS OF THE FDA IN RELATION TO THE TOLERANCE OF MOULD WHICH HAD TO BE NO MORE THAN 4%, AND AFTER THAT OUR CLIENTS, GOLODETZ OF GENERAL COCOA COMPANY AND HIS PARTNERS WOULD HAVE TO BE SATISFIED WITH THE SHIPMENT BEFORE WE COULD GUARANTEE PAYMENT. WHAT IS THE RISK IF WE DON'T BRING THE BEANS? THERE IS NONE AT ALL AND ONLY AN IDIOT OR A NEGROPHOBIC WOULD BE SUFFICIENTLY BLIND NOT TO SEE THAT WE WERE AHEAD OF EVERY COCOA BROKER IN THE ENTIRE WORLD & BECAUSE MY WIFE AND CHILDREN WERE AMERICANS, SHE AND I DECIDED TO SELL THE BEANS EXCLUSIVELY TO AMERICAN BROKERS EVEN THOUGH LONDON BROKERS, DUTCH BROKERS AND BROKERS FROM ALL OVER WERE POURING IN WITH THEIR OFFERS, EVEN SPANISH BROKERS.'

Bruce Valentine allowed MACK HIGGINBOTHAM to DEMAND PAYMENT IMMEDIATELY long

BEFORE WE COULD GUARANTEE PAYMENT. WHAT IS THE RISK IF WE DON'T BRING THE BEANS? THERE IS NONE AT ALL AND ONLY AN IDIOT OR A NEGROPHOBIC WOULD BE SUFFICIENTLY BLIND NOT TO SEE THAT WE WERE AHEAD OF EVERY COCOA BROKER IN THE ENTIRE WORLD & BECAUSE MY WIFE AND CHILDREN WERE AMERICANS, SHE AND I DECIDED TO SELL THE BEANS EXCLUSIVELY TO AMERICAN BROKERS EVEN THOUGH LONDON BROKERS, DUTCH BROKERS AND BROKERS FROM ALL OVER WERE POURING IN WITH THEIR OFFERS, EVEN SPANISH BROKERS.

Bruce Valentine ~~allowed~~ MACK HIGGINBOTHAM to DEMAND PAYMENT IMMEDIATELY long before any payment was due, meanwhile keeping quiet about the way that the collection advice should be handled, since it was ONLY AN ADVICE and must be sent according to the terms of the guarantee UNTIL THOSE CONDITIONS ARE MET. If MACK HIGGINBOTHAM kept calling until FEBRUARY 23, 1971 when he ostensibly sent the particular cable to our suppliers promising payment, upon which our single count of Fraud was based. it might interest Judge Kaufman to know that we were in FREEPORT, BAHAMAS on that PARTICULAR DAY in the BANK OF MONTREAL (BAHAMAS & CARIBBEAN, LTD.) submitting a letter (BY HAND) to the Manager of the bank (Mr. Pearse) regarding the second shipment. Ironically, when we told Attorney Sidney Katz (Coram Mobis lawyer) that we were confused about the guilty

cont'd...20

plea because of the difference in our commitment sheet from the MACK HIGGINBO-  
THAM episode (of which we had just become aware) he suggested that we contact  
the Postal Inspector (whom we had been told had ALL OF THE COURT DOCUMENTS, in-  
cluding hundreds of documents obtained illegally as a result of a BREAK-IN at  
our Staten Island office while we were in Europe, for the purpose of stealing  
our documents in order to make out a case for fraud against us). We instructed  
Mr. Katz to write for the document so that we could take steps for me to attack  
the plea with a 2255 Motion, which he did. After a 2 weeks delay, the Postal  
Inspector (Robert McDowall) sent back a document/which he stated, "WE TRUST  
THAT THIS IS THE DOCUMENT TO WHICH YOU REFER." Of course, it was not! It was  
so typical of him to continue misleading anyone who sought the truth about this  
case and to suppress, once more this VITAL DOCUMENT WHICH WAS THE CABLE OSTENSIBLY  
SENT BY MACK HIGGINBOTHAM TO CAMERA WHICH WAS SUPPOSED TO BE THE CABLE SUPPORT-  
CABLE

ING COUNT 32 (WHICH/WE STILL HAD NOT SEEN UP UNTIL THAT DATE (DECEMBER 29TH,  
(the letter)  
1975 (when .../arrived in Mr. Katz' office) Mr. McDowall had substituted the let-  
ter, dated February 23, 1971 which we had submitted by hand to the Manager of  
the Freeport branch of the Bank of Montreal concerning the 2nd shipment! WHY  
was he so determined to hide this cable, we wondered? We had our suspicions  
but it was only later at the Coram Nobis hearings that we actually found out  
completely, when we finally saw the cable in question, fully 17 months AFTER  
we had been sentenced (on the basis of that cable) The cable was NOT the one  
sent by MACK HIGGINBOTHAM to "lull" Camera, as we had been told. MACK HIGGIN-  
BOTHAM had spoken to someone in the office of STEPHEN & COMPANY on FEBRUARY 24,  
1971 and he did not SEND this cable conveying the "PROMISE TO PAY" which Prosecut.

completely, when we finally saw the cable in question, fully 17 months AFTER we had been sentenced (on the basis of that cable) The cable was NOT the one sent by MACK HIGGINBOTHAM to "lull" Camera, as we had been told, MACK HIGGINBOTHAM had spoken to someone in the office of STEPHEN & COMPANY on FEBRUARY 24, 1971 and he did not SEND this cable conveying the "PROMISE TO PAY" which Prosecutor Ryan claimed he did on that day in question. The cable which Prosecutor Ryan and Inspector McDowell et al had conspired to have us plead to was the cable supporting count #32 which was a cable sent TO STEPHEN & COMPANY FROM CAMERA on February 23, 1971 telling us about the 2nd shipment which was due to arrive soon. IT HAD NOTHING TO DO WITH MACK HIGGINBOTHAM, WHATSOEVER. There was NO FACTUAL BASIS FOR THE PLEA OF GUILTY!!

This is a copy of the letter sent to Inspector McDowall by Mr. Katz and his reply, PLUS the document Mr. McDowall included as the CABLE SUPPORTING COUNT #32:

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December 11, 1975

Inspector R. MacDowall  
General Post Office  
Box 509  
Newark, New Jersey 07101

Dear Sir:

I am the attorney for Mr. and Mrs. Addoquaye Addoquaye Allotey and in connection with the conversation between you and Mrs. Allotey on December 10, 1975, in which you spoke with reference to the transcript record of February 21, 1975, the date of pleading by Mr. and Mrs. Allotey, as per page 19, line 4 through 14, of said transcript, in which Mr. Ryan states that he would make available to the defendants and the Court documentary evidence concerning the alleged charges.

She was able to ascertain through Mr. Sclafani, United States Attorney, that it is with the postal inspector's office. (Same having been returned by them to you) together with the cable exhibit which supported the count in the indictment.

We are urgently in need of this material and would appreciate your forwarding same to me immediately.

Very truly yours,

SIDNEY L. KATZ

SLK:ks

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UNITED STATES POSTAL SERVICE  
Postal Inspector  
Newark, New Jersey 07101

case no.

UNITED STATES POSTAL SERVICE  
Postal Inspector  
Newark, New Jersey 07101

case no.

Inspector  
R.T. McDowall

December 26, 1975

Sidney L. Katz  
50 Broad Street  
New York, N Y 10004

Dear Mr. Katz:

Reference is made to your letter of December 11, 1975.

Enclosed find a copy, of our copy, (the original not being available) of a cable dated 23 February, 1971 and signed by Mrs. Allotey. We trust that this is the document to which you refer.

Yours truly,

R.T. McDowall  
Postal Inspector

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STEPHEN & COMPANY  
"Importers"  
251 Saint Marks Place, Staten Island, New York 10301

Cable Address  
"COSTEPHEN"

Telephone (212)  
442-2346

23rd February, 1971

Bank of Montreal (Bahamas & Caribbean) Ltd.,  
Churchill Building,  
Freeport, G.B.I.

Attention: Mr. R.A. Pearse

Dear Sirs:

Further to our letter dated February 9th referring to a cocoa transaction between ourselves and the Camera Oficial Agricola of Santa Isabel de Fernando Poo, we regret to inform you that according to information at present ~~before~~ us your cable sent to the Banco Exterior de Espana Santa Isabel de Fernando Poo arrived at its destination without tested key. Needless to say, this created quite a bit of confusion and cause us great embarrassment. However, it is now mutually agreed between ourselves and the Banco Exterior de Espana, Madrid, that we will advance to the Camera Oficial Agricola of Santa Isabel 50% of invoice cost before passage of the U.S. Food and Drug Administration against presentation of full set clean on-board bills of lading and all other relevant documents. Such documents to be accompanied by sight drafts drawn on account of Stephen & Company, Bank of Montreal (Bahamas & Caribbean) Ltd. and the remaining 50% to be paid also by sight draft from Camera Oficial Agricola drawn on our account and payable at the end of 45 days.

We would appreciate your passing the following information to the Camera Oficial Agricola through the Banco Exterior de Espana Madrid to be transmitted to Banco Exterior de Espana Santa Isabel de Fernando Poo:

Reference: 2000 metric tons Fernando Poo superior five cocoabeans ready for shipment Philadelphia, USA aboard SS African Star. This is to amplify our cable dated February 9th, 1971:

Stephen & Co. will pay 50% invoice cost before passage of U.S. Food and Drug Administration against full set clean on board bills of lading properly endorsed to order of Stephen & Company, 251 St. Marks Place, Staten Island, New York 10301 together with all relevant documents. The remaining 50% to be paid by a sight draft drawn on account of Stephen & Company at Bank of Montreal (Bahamas & Caribbean) Ltd., Freeport Bahamas at the end of 45 days.

Yours faithfully,

(SGD.:Enid ALLOtey)

Stephen & Co. will pay 50% invoice cost before passage of U.S. Food and Drug Administration against full set clean on board bills of lading properly endorsed to order of Stephen & Company, 251 St. Marks Place, Staten Island, New York 10301 together with all relevant documents. The remaining 50% to be paid by a sight draft drawn on account of Stephen & Company at Bank of Montreal (Bahamas & Caribbean) Ltd., Freeport Bahamas at the end of 45 days.

Yours faithfully,

(SGD.:Enid ALLOtey)

We were already relocated in Freeport, Bahamas carrying on with our cocoa importation business, having made the following temporary substitute arrangements to show our good faith meanwhile seeking permanent, dependable financing with which to handle the remaining quantities of the surplus cocoa put at our disposal by the Government of the Republic of Equatorial Guinea. Unfortunately evidence of our concerted efforts to borrow against future earnings to meet our obligations, which we were reasonably certain we would have, was suppressed by

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Unlike the letter which Secretary of State, William P. Rogers wrote to Acting Attorney General Richard G. Kleindienst on April 21, 1972 (obtained under the Freedom of Information Act) which stated in part:

"Dear Dick:

With reference to John Stevenson's letter of October 19, 1971 to Henry E. Peterson, I urge that prompt action be taken on the apparent federal fraud violation by Enid Greaves Allotey and her husband, Addoquaye Allotey in a commercial transaction with the Government of Equatorial Guinea.

The young and inexperienced government of Guinea became a victim of the Alloteys in its first significant effort to expand its commercial ties with exports to the United States" , .....

"The President of Equatorial Guinea has repeatedly appealed to our Ambassador for assistance to bring the Alloteys to Justice".....

"The President of Equatorial Guinea has repeatedly appealed to our Ambassador for assistance to bring the Alloteys to Justice".....

As late as September of 1975, the Government of Equitorial Guinea stated that that there would be no inconvenience to revalidating the licence of my company (Stephen & Company) following payment of the monies owed from "previous operations". The stand that the Government of Guinea took has always been that Stephen & Company ordered 4,00 metric tons of cocbeans and only paid a part of the bill and failed to pay the remainder. This is my civil claim and no reason for any criminal action to be taken against either me or my wife, and co-partner.

I have defaulted on my trade obligations. It was not because of my own enrichment, but rather, for lack of time to establish the equilibrium I had desired however, it would have been beneficial to all concerned parties.

My aim is to ally Anglo-American and African economic interests without confrontation or compromising exposure of any official body.

I respectfully pray the court to dismiss all criminal charges against myself, my wife and Company and enable us to continue our business unhampered.

*Respectfully Submitted,  
Adolphus A. Arthur*